

Initial Proposal  
AFSCME Iowa Council 61  
April 8, 2014

2014 - 2015

COLLECTIVE  
BARGAINING  
AGREEMENT

BETWEEN  
THE STATE OF IOWA AND  
THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 61 AFL-CIO



MASTER CONTRACT  
for the following bargaining unit  
EDUCATION

Effective: July 1, 2014 through June 30, 2015

**Note:** Throughout the course of these negotiations, the Union reserves the right to add to, delete from and/or revise this proposal.

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**ARTICLE I**  
**AGREEMENT**

This Agreement made and entered into this 1st day of July 2014, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

**ARTICLE II**  
**RECOGNITION AND UNION SECURITY**

**Section 1 Bargaining Units**

- A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa Public Employment Relations Board (PERB) as set forth in Appendix A. The Employer will not, during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.
- B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, temporary employees who are employed for four (4) months or less per year, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.
- C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week, will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules. D. The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to

review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution.

## **Section 2 Dues Deduction**

- A. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union and fees for Union insurance programs.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, dental insurance and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- C. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each Agreement or within a two (2) week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.
- D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.
- E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including all information presently provided by each department and agency. On a monthly basis, and at no cost to

the Union, the Employer shall provide the Union with a computer tape or diskette, whichever is mutually agreeable, which, in a format agreeable to both parties, shows each bargaining unit employee's name, home address, home number in the public domain, payroll number, work location, work number (if available), pay grade, step, and hourly wage rate, as well as a header tape with insurance information, and any other information mutually agreed to. Each time the ten (10) digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the header codes and code key. For those employee groups, such as employees of Community Based Corrections, Iowa School for the Deaf, and Iowa Braille and Sight Saving School, where a computer tape is not available on a monthly basis, the Employer will, at no cost to the Union, provide the Union with a diskette showing the above information.

- G. Local unions within AFSCME may independently adjust their dues structures to meet local needs. The local unions will provide written notice to Council 61 regarding any dues deduction changes. The Employer will effectuate one (1) change per local per fiscal year at no cost to the Union within sixty (60) calendar days after receipt of notice of such change from AFSCME Iowa Council 61. However, such notice may be given only from December 1 through January 31, or June 1 through July 31. A second change requested by a local in a fiscal year or a change requested at a time other than the periods stated above will be implemented within sixty (60) calendar days from the Employer's receipt of such request, but the local Union will be charged for programming costs. Such change will not be implemented during the months of December, January or July.
- H. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Reporting shall be consistent with Article II, Section 2(F).

### **Section 3 Bulletin Boards**

- A. The Union shall be allowed to utilize one-half (1/ 2) of the space on existing bulletin boards customarily used for the posting of information to the employees in the unit. It is understood that there shall be no pyramiding by the Union and that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining units represented. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at State institutions.
- B. No political campaign literature or material detrimental to the Employer or the Union shall be posted.
- C. The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

### **Section 4 Union Leave**

- A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

- B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any

special meeting requiring less than ten (10) calendar days notice must be arranged through the Department of Administrative Services-Human Resources Enterprise (DAS-HRE). Union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

- C. Upon the request of the President of AFSCME Iowa Council 61 to the Chief Operating Officer of the Department of Administrative Services - Human Resources Enterprise, employees shall be granted a Union leave for other Union activities. Such leave(s) shall be limited to ninety (90) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.
- D. During Union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the Union President's written request, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall submit a billing including the dates of the leave and the number of hours used to AFSCME within thirty (30) calendar days of the end of the pay period in which the leave occurred. The billing will include gross wages including the Employer's share of retirement and federal payroll taxes paid during such periods of Union leave without pay. The Employer shall receive reimbursement from the Union within thirty (30) calendar days following receipt of the Employer's billing.

Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

#### **Section 5 Union Conventions and Conferences**

- A. Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days annually, to attend said conventions.

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- B. Duly elected Union delegates or alternates to the biennial convention of AFSCME International, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days, to attend said convention.
- D. Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.
- E. The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible. Time off taken pursuant to this Section may be charged to vacation, earned compensatory time, or leave of absence without pay as the individual employee may designate.

#### **Section 6 Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

#### **Section 7 Discrimination**

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of Union or non-union affiliation.

#### **Section 8 Union Activity Protection**

- A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted Union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.
- B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and Public Employment Relations Board (PERB) Rules, Iowa Administrative Code 621-3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited procedure for the resolution of alleged violations of subsection A of this Section.

When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue

such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this Agreement agree that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

#### **Section 9 Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

#### **Section 10 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the General Assembly, the Legislative Service Agency or the respective caucus staff of the General Assembly, or for disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

#### **Section 11 Electronic Communication**

For purposes of this section, the term "electronic communication device" is defined to mean the Employer's telephone, cellular telephone, pager, facsimile machine, and the e-mail system.

Only representatives of the Union whose names have been provided to the Employer shall be permitted to use electronic communication devices subject to the following conditions:

1. The amount of time used by the Union representative must be reasonable and must not unduly interfere with the performance of the Union representative's work duties.
2. Communication is limited to the processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other information normally posted on Union bulletin boards.
3. No political campaign literature or material detrimental to the Employer will be transmitted by the Union representative.
4. Employees who use electronic communication devices will be responsible for payment of costs incurred by the Employer which are in addition to normal operating costs.

5. Employer work rules and policies, not in conflict with this Section, will apply. Nothing herein should be construed as creating restrictions on previously permitted uses or as authorizing use in locations where use is prohibited due to health, safety, confidential or security reasons.

#### **Section 12 New Employee Orientation**

The Employer will notify the local Union President/ Chapter Chair within fourteen (14) calendar days that a new employee has been hired. The Employer will provide the name(s) and work location(s) of all new employee(s). One (1) representative of the local Union shall be part of the Employer's formal orientation and shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals. New employees who are members of the bargaining unit will be required to attend the thirty (30) minute Union orientation in paid status. Non-bargaining unit employees will not be allowed to attend the Union orientation.

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President/Chapter Chair, within fourteen (14) calendar days, that a new employee(s) has been hired. The Employer will provide the name(s) and work location(s) of the new employee(s). The Employer will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union. The Employer retains the right to review materials provided for new employees by the Union and refuse to distribute any political campaign literature or material detrimental to the Employer.

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty. This does not supersede the current agreement on New Employee Orientation between the Union and the Department of Corrections. That agreement remains in effect.

**ARTICLE III  
MANAGEMENT RIGHTS**

Consistent with this Agreement, Management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section 1 Definition**

- A. A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.
- B. A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union.
- C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

- D. The arbitration provisions of this Agreement may only be invoked with the approval of the Union and, in the case of an employee's grievance, only with the approval of the employee.
- E. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

## **Section 2 Grievance Steps**

### **A. Step 1**

Within fourteen (14) calendar days of receipt of the written grievance from the employee or his/her Union representative, the Appointing Authority or his/her designee will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or his/her designee and returned to the employee and the Union representative within fourteen (14) calendar days from receipt of the written grievance submitted to the Appointing Authority. Settlements at this step will be non-precedent setting unless designated otherwise.

### **B. Step 2**

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered to the Chief Operating Officer of DAS-HRE or the Officer's designee within fourteen (14) calendar days from receipt of the answer in Step 1. Within forty-five (45) calendar days after the receipt of the appeal at Step 2, the designee of the Chief Operating Officer of DAS-HRE will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge, the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting, a written answer will be issued and attached to the grievance by the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee and returned to the grievant and the Union representative. Step 2 answers shall be sent by facsimile transmission, regular U.S.

mail, local mail (institutional, departmental or interdepartmental), hand-delivered, or e-mail (if the grievant provides an e-mail address). E-mails will be considered confidential personnel documents in accordance with Iowa Code Section 22.7.

Note: Grievances filed under Article IV, Section 9 will be eligible to proceed to GRIP. All other grievances will be eligible to proceed to arbitration.

- C. Step 3 - Grievance Resolution Improvement Process (GRIP):  
Disciplinary grievances which have not been settled under the foregoing procedures are eligible to be heard by the Grievance Resolution Panel. To be considered further, the grievance must be placed on the Grievance Resolution Panel docket within thirty (30) calendar days from receipt of the answer in Step 2 by the keeper of the docket. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the Grievance Resolution Panel, unless the parties mutually agree to modify the scope of the grievance.

The procedures to be used by the Grievance Resolution Panel will be governed by the "Rules of Procedure for the Grievance Resolution Improvement Process "the Rules of Procedure are set forth in Section 14 of Article IV of the Agreement. The parties may, however, agree to a more detailed set of rules of procedure outside of this Agreement. Before rules of procedure not contained within this Agreement take effect and become enforceable they must be signed by both the President of AFSCME and the Director of DAS. Any rule of procedure that is in conflict with this Agreement or the law is unenforceable.

- D. Step 4 - Arbitration  
Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the Step 2 answer without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request PERB to submit a five (5) member panel of arbitrators. If the panel submitted by PERB is unacceptable to either party, the parties shall request a second panel of arbitrators from PERB. The AFSCME representative and the DAS- HRE representative will contact the arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-HRE representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Except as provided in Section 8 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided any such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step, through of the date the grievance answer should have been issued. In order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within fourteen (14) calendar days of the date the grievance answer should have been issued. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 2 was due in the event the Employer fails to timely provide the response. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

### **Section 4 Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

### **Section 5 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

### **Section 6 Names of Stewards and Management Representatives**

For informational purposes only, the Union shall provide DAS-HRE with a written list setting forth the names and jurisdictional areas of Union representatives. The Employer shall supply the Local Union with a list of Management representatives to contact on grievance matters.

### **Section 7 Representation**

An employee may consult with a local Union representative during working hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union representative's supervisor.

### **Section 8 Processing Grievances**

Union representatives who are members of Judicial Branch or Executive Branch bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meeting and/or hearing regarding grievances. However, only one (1) local Union representative will be in pay status for any one (1) grievance. Whenever possible, the Union representatives will provide twenty-four (24) hours notice to their supervisor(s).

Further, in a group grievance, up to three percent (3%), but not less than one (1) nor more than ten (10) of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which involve like circumstances and facts for the grievants involved.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving third shift employees either during that shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of third shift employees for such grievance meetings unless the Employer specifically requests, or if the parties mutually agree, that the grievant attend the hearing, in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

### **Section 9 Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. The employee who alleges that such action was not based on just cause may appeal a suspension or discharge taken by the Employer beginning with Step 2 of the grievance procedure. All other disciplinary action shall begin with Step 1 of the grievance procedure. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable. (See Appendix K for discipline related to attendance) Written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after one (1) year provided no further disciplinary action has been taken against the employee.

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

1. Reassign the employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days, or
2. Suspend the employee from work for up to twenty-one (21) calendar days.

If the employee is suspended under number two (2) above, the employee shall be in pay status at their current rate of pay. If the investigation has not been completed within twenty-one (21) calendar days, the Employer will provide the steward who was involved in the investigation (if applicable) and the local Union President with a report regarding the status of the investigation. Additional reports will be provided on a periodic twenty-one (21) day basis thereafter. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

#### **Section 10 Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

#### **Section 11 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

#### **Section 12 Exchange of Information for Processing Grievances**

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union representative present during the investigatory interview) shall apply during investigatory interviews of an employee.
- C. Upon request from the Union representative, the Employer will provide that Union representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.

- E. Employees who receive witness statements must comply with the State's policy that witness statements and the information contained in the statements will not be redisseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on redissemination will be subject to disciplinary action.
- F. When a grievance is scheduled for arbitration, if the representative of either party desires to interview a witness prior to the arbitration hearing and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from DAS-HRE. Witnesses are not required to grant the interview, however, such interviews, when conducted, shall be limited to the witness, an AFSCME Iowa Council 61 staff representative or attorney, and the representative from DAS-HRE.

### **Section 13 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee shall give written notice to the Union. Following written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date that DAS-HRE provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing. The party that does not prevail in the timeliness dispute must pay the cost of that hearing.

### **Section 14 Grievance Resolution Improvement Process (GRIP)**

The Department of Administrative Services - Human Resources Enterprise Chief Operating Officer or General Counsel and the President of AFSCME Iowa Council 61 will establish a regular meeting schedule to discuss how the Grievance Resolution Improvement Process (GRIP) is working, determine if there are problems that need to be resolved, and develop a plan for resolution of the issues.

- A. The parties agree to utilize GRIP for all departments. GRIP will be limited to twenty (20) disciplinary cases per month.

B. Operation of Panel

1. Rules of Procedure

The Panel shall consist of four (4) representatives: two (2) representatives from AFSCME Iowa Council 61 and two (2) representatives from the State. The operation of the Committee shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties and signed by both the President of AFSCME and the Director of DAS.

2. Order of Cases

Every attempt will be made to hear docketed discharge cases during the time period scheduled for the case. Cases may be deadlocked in advance of the hearing.

3. Hearings

The Panel will hear presentation from each party to the grievance. Each party will be permitted a maximum of twenty (20) minutes [thirty (30) minutes for disciplinary terminations] for its presentation. Witness statements and supporting documentation may be provided. Any information not presented at Step 2 of the grievance procedure that is to be used by either presenter will be exchanged between the parties at least seven (7) days prior to the meeting of the Panel. Exception will be allowed for evidence or witness statements submitted up to forty-eight (48) hours in advance of the meeting, if the information is mutually agreed upon. Information allowed under this exclusion must be of such significant nature as to potentially alter a reasonable decision on the grievance. If the party not submitting the documentation can make a justified argument that the party submitting the information had knowledge of the evidence or statements prior to the seven (7) day rule, such late evidence or statements will not be allowed.

During the presentation, only Panel members, the parties presenting the case and those directly involved in the specific case being heard shall be allowed to sit in the immediate area where the case is being conducted. Other members of the Panel observing the case shall not participate in the presentation, the discussion or the questioning.

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The Employer will present first. Each party shall have twenty (20) minutes [thirty (30) minutes for disciplinary terminations] to present its case in chief. Each party shall declare, prior to the presentation of its case whether there will be a co-presenter on any respective case. The number of presenters shall be limited to two (2) individuals. Any co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut; however no co-presenter may respond during the summation and rebuttal portion of the hearing. Summation and rebuttal shall not extend beyond five (5) minutes [ten (10) minutes for disciplinary terminations].

The AFSCME Iowa Council 61 Representative or the designated AFSCME steward will normally handle the Union presentation. The Department Director or his/her representative will normally handle the presentation for the Employer.

After each party has submitted its case and rebuttal, the panel members will be free to ask questions of the parties. After such questioning, the Panel will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be sufficient. When the Panel goes into executive session, all others must retire from the room. After a decision has been reached by a majority vote of the Panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Panel. The Panel has the authority to support, reject or modify any action taken. Decisions of the Panel are final and binding and may or may not be precedent setting as the Panel determines. Failure to reach a majority vote will create a deadlock or tied vote and such shall be recorded as the outcome. In the event of a deadlock, the grievance may proceed to arbitration as outlined in Step 4 of Section 2(D).

(The Rules of Procedure, and any additional agreed upon rules, shall be posted on the DAS's website.)

**ARTICLE V**  
**SENIORITY**

**Section 1 Definition**

- A. Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.
- B. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.
- C. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.
- D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.
- E. An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this Agreement.
- F. For all other employees, seniority means an employee's length of continuous service with the Employer since his/her date of hire in a permanent position covered by this Agreement. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in a classification covered by this contract and contiguous to the appointment to a permanent position.

## **Section 2 Seniority Lists**

- A. The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local union at the time of posting.
- B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

## **Section 3 Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by DAS-HRE prior to the effective date of this Agreement.

# **ARTICLE VI LAYOFF PROCEDURE**

## **Section 1 Application of Layoff**

The Union recognizes the right of Management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to:

- A. Temporary layoff; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. Employees with an academic year appointment at institutions and schools, during recesses in the academic year and/or summer;
- D. Unpaid volunteers only with the agreement of the President of AFSCME Iowa Council 61.

## **Section 2 General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification and subtitle as set forth in the job specifications.
- B. Layoff shall be by organizational unit.

- C. Employees may volunteer only with the agreement of the President of AFSCME Iowa Council 61.
- D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.
- E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.
- F. Employees in the layoff unit shall be laid off in accordance with seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications required for the position.
- G. The position occupied by the least senior employee in the classification subject to the layoff shall not be considered a vacancy pursuant to Article VII; therefore, this position shall not be posted for transfer.
- H. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected or, in the absence of a lower classification in the same series, to a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, or in the absence of a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, to an equal or lower classification in the layoff unit for which they meet the minimum qualifications of the job. The assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

The Employer shall notify the employee in writing of the exact location of the position to be bumped into. After receipt of this notification, the employee shall again have five (5) calendar days in which to notify the Appointing Authority, in writing, to either accept the position or be laid off.

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the minimum qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two (2) years of such layoff because of a reduction in force. Employees who are covered by another collective bargaining agreement cannot bump an employee covered by this Agreement.

- I. The Employer shall maintain a recall list of employees who were laid off, who exercised their bumping rights, or who made written notice to the Employer of their recovery from long-term disability or injury after the expiration of a leave of absence:
  1. Employees who exercised bumping rights shall be placed on the recall list for the class from which they were laid off.
  2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability. In addition, the employee may also designate up to fifteen (15) other classes, provided he/she meets the qualifications and/or passes the applicable DAS-HRE merit and the specific counties to which the employee will accept recall. The designation of classes or counties may be changed monthly

- by the employee through procedures agreed to by AFSCME Iowa Council 61 and the Employer. If an employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee fails to successfully complete the probation period, the employee will be laid off without bumping rights and placed on the recall list as described above for a period of two (2) years.
3. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original work site shall be placed on the recall list as described in numbers one (1) and two (2) above.
  4. Failure to accept any position listed by the employee pursuant to number two (2) above when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.
  5. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.
- J. The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.
- K. Whenever a permanent vacancy as defined in Article VII, Section 5 occurs, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth in Article VII, Section 6.

### **Section 3 Temporary Layoff Procedures**

- A. When the Employer determines that a temporary layoff must be implemented, the Employer will determine the total number of days. The temporary layoff shall not exceed thirty (30) calendar days per employee, per State fiscal year and shall not carry contiguously into the following fiscal year.
- B. Employees will be temporarily laid off by seniority within the entire classification series and temporary layoff unit as follows:
  - DOC: Institutions and Central Office
  - DOT: Ames/Des Moines Complex and Districts (but not more than fifty percent (50%) of any work unit).
  - DHS: Institutions, Central Office, Service Areas
  - DDS: Central Office
  - IVH: Institution
  - Regents: Institutions

All other State Agencies: Divisions, Districts or Regions  
and Institutions.

No more senior employee may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary layoff unit) is scheduled for the maximum number of temporary layoff days. Employees shall receive a minimum of fourteen (14) calendar days notice of temporary layoff.

- C. No more than thirty percent (30%) of the employees in the temporary layoff unit may be temporarily laid off in any fiscal year.
- D. Employees in the temporary layoff unit may volunteer for any part of the temporary layoff with the most senior volunteer(s) being accepted unless the absence of the employee would cause a hardship on operating efficiency. Voluntary temporary layoffs shall be for a minimum of one (1) calendar week, unless the parties agree to a shorter length of time. No more senior employee (except volunteers) may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary layoff unit) is scheduled for ninety (90) consecutive days.
- E. During the temporary layoff, employees shall continue to accrue sick leave and annual paid vacation and the Employer will continue to pay the Employer's share of all insurance.

## **ARTICLE VII TRANSFERS**

### **Section 1 Eligibility**

- A. Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Article, but may not transfer more than twice during the life of the Agreement. Transfers to a position under the supervision of the employee's current supervisor will not be counted towards the limitation of two (2) transfers during the life of the Agreement. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately be eligible for transfers pursuant to this Article. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfer to a different shift within the employing unit.

- B. Employees who desire to transfer to another position within the same classification, either between employing units of a State agency or between State agencies, shall file a written request as prescribed by the agency or, if between State agencies, with the appropriate departmental personnel office indicating that interest.

## **Section 2 Transfers Within Employing Units**

- A. The Employer shall post all openings indicating the specific location, shift, work unit and days off. Specific location shall be defined as the organizational unit of the agency. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position.

A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same employing unit who is in the same classification as the vacancy. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request. In the event an employee is the most senior bidder for more than one (1) position simultaneously, he/she shall immediately accept one (1) of the positions.

- B. The Employer shall transfer the most senior employee who makes the transfer request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. Such requirements shall be reflected on the posting. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article.

### **Section 3 Transfers Between Employing Units Within a State Agency**

In the event a vacancy is not filled by transfer of an employee under the provisions of Section 2 of this Article, the Employer shall consider interested employees who are in the same classification as the vacancy from other employing units of the agency who have indicated an interest in the specific location, shift, work unit and days off by submitting a transfer request. The transfer request must be submitted prior to transfer opportunity posting in Section 2. The Employer shall transfer the most senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. The employee shall have three (3) working days in which to accept or decline the offer in writing.

### **Section 4 Transfers Between State Agencies**

In the event a vacancy is not filled under the provisions of Sections 2 or 3 of this Article, the Employer shall consider interested employees in the same classification as the vacancy from other State agencies who have filed a transfer request. The Employer shall offer the position to the most senior employee who makes such request for the open position. The employee shall have three (3) working days in which to accept or decline the offer in writing.

### **Section 5 Definition of Permanent Vacancy**

For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the workforce and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer out of the bargaining unit, promotion, or demotion;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article;
- D. Transfers within the bargaining unit resulting from Sections 2, 3, or 4 above;

E. Where the Employer creates new shifts and/or days off schedule.

#### **Section 6 Transfer Limitations**

- A. The application of the procedures in this Article shall be limited to the original vacancy and the six (6) subsequent vacancies resulting from the filling of the original vacancy.
- B. Employees may not transfer under the provisions of this Article more often than once every six (6) months unless reassigned by Management within the six (6) month period.
- C. Employees who decline two (2) transfer opportunities within a twelve (12) month period will have their names removed from the register for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.
- D. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
- E. Employees transferring into federally funded positions will receive the salary provided by the federal grant.
- F. In all employing units in which vacancy lists are maintained the local Union shall be allowed to inspect vacancy lists on a monthly basis.
- G. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from the original work site will be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights set forth in Article VI, Section 2(H).
- H. Transfers will be granted as follows:
  - 1. Transfer within the employing unit pursuant to Section 2.
  - 2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
  - 3. Transfer within the employing unit of part-time employees to full-time positions or full-time employees to part-time positions.
  - 4. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
  - 5. Transfer between employing units pursuant to Section 3.

6. Recall between employing units to the class from which laid off.
  7. Transfer between employing units of part-time employees to full-time positions or full-time employees to part-time positions.
  8. Promotion or demotion between employing units or between agencies (Employer's discretion).
  9. Transfer between agencies pursuant to Section 4.
  10. Recall between agencies to the class from which laid off.
  11. Recall to a class other than one from which laid off.
  12. New hire (Employer's discretion).
- I. When a unit, office, or post within an employing unit goes out of existence and the affected employees are not laid off, the Employer and the Union shall meet and attempt to agree upon the procedures for the assignment of affected employees. If the parties fail to agree upon an alternative procedure, the Employer shall offer existing vacancies for which no employee within the employing unit bid to the employees affected by the closure in seniority order. Employees who select a vacancy shall not be subject to the waiting periods established in (B) above for the exercise of transfer rights.
- J. This definition shall apply anywhere the terms "special qualifications" or "selective certification requirements" are used in this Agreement. "Special qualifications" and "selective certification requirements" shall consist only of those legal requirements and job related knowledge, skills, abilities, or competencies that are:
1. Appropriate to the job classification of the position;
  2. Necessary for successful performance of the essential duties of the position, and;
  3. Of a nature and extent that an individual lacking such "special qualifications" could not acquire them and become proficient in them through reasonable orientation or other training of a limited duration. All "special qualifications" and "selective certification requirements" shall be announced in the job posting.

#### **Section 7 Return from Military Service**

If required by Uniformed Services Employment and Reemployment Rights Act (USERRA) to allow the returning veteran to assume the position that they would have successfully bid on if not on active military service, or if the veteran returns to the position held prior to active military service and a shift imbalance occurs, the Employer will reassign the least senior employee in the affected classification on the affected shift.

Any employee reassigned under this Section will have immediate transfer rights.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1 Work Schedules**

- A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.
- B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.
- C. Any permanent schedule change made by the Employer that is grieved will not be implemented until Step 2 of the grievance procedure is exhausted. Such grievances shall begin with Step 2 of the grievance procedure.
- D. Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:
  - a. Variable starting and ending times;
  - b. Compressed work week such as:
    - 4-ten hour days, or
    - 4-nine hour days and one (1) four hour day;
  - c. Other mutually agreeable flexible hour concepts, which may include weekend work only. When a request for flextime is denied the written rationale will be provided to the employee within five (5) working days after the date Management receives the request. The term "Management Rights" will not be used as sole justification for denial of flextime.

### **Section 2 Overtime**

#### **A Definitions**

- 1. Overtime:

Time that an employee works in excess of forty (40) hours per work period.
- 2. Work Period:

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

3. Work Time:

The following items will be regarded as hours worked for the purpose of computing overtime pay:

- a. Hours worked excluding standby time.
- b. Rest periods.
- c. Holidays when paid in cash in the week of occurrence.
- d. Annual Vacation leave.
- e. Compensatory leave.
- f. Unscheduled holidays.
- g. Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance.
- h. Court appearances as defined in Article X, Section 4.
- i. Voting leave as defined in Article X, Section 4.
- j. Jury duty leave as defined in Article X, Section 4.
- k. Travel between job sites during or after the regular work day.
- l. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
- m. Wash-up time taken in accordance with Section 5 of this Article.

B. Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked, whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty (160) will be paid out in cash. The carryover and payment for compensatory time will be as provided in the applicable appendix. Employees at their discretion will be allowed to carry over forty (40) hours of Compensatory time to the next fiscal year.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.

4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
5. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

C. Scheduling of Overtime

1. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.
2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution.
3. Upon request, the Union may review overtime equalization records.

D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work day. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off, and are taken in cash, will be paid at the employee's regular straight time rate and shall be counted for the purpose of computing overtime eligibility.

E. Employees Returning From Leaves of Absence

New employees or employees returning from a leave of absence shall be credited with the average number of overtime hours worked by employees within the work unit.

### **Section 3 Meal Periods**

- A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.
- B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

### **Section 4 Rest Periods**

- A. All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift provided qualified relief is available. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift.
- B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

### **Section 5 Wash-Up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

### **Section 6 Shift Differential**

- A. The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of fifty cents (\$0.50) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of fifty-five cents (\$0.55) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential. Effective July 1, 2010, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of sixty cents (\$0.60) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of sixty-five cents (\$0.65) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for

shift differential.

- B. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks [fourteen (14) calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

#### **Section 7 Standby**

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

#### **Section 8 Call-Back Time**

- A. The Employer agrees that an employee called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that an employee who is called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.
- B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

#### **Section 9 Travel Between Work Sites**

Employees who are required by the Employer to report to a different work site and who subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

Travel to other sites for a meeting or work responsibilities shall be considered hours of work.

#### **Section 10 Scheduling of Volunteer Emergency Personnel**

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel or volunteer emergency medical technicians for a community during the preceding twenty-four (24) hours.

All employees of the State, other than employees employed temporarily for six (6) months or less or those employees considered essential personnel, who are volunteer firefighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

### **ARTICLE IX WAGES AND FRINGE BENEFITS**

#### **Section 1 Wages**

- A. On the first day of the pay period that includes July 1, 2014, employees in the bargaining units covered by the Agreement shall receive no across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

- B. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.
- C. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.

## **Section 2 Deferred Compensation**

For employees who are eligible for Internal Revenue Code Section 457 Deferred Compensation, the Employer shall match contributions one dollar (\$1.00) for each one dollar (\$1.00) contributed by the employee up to a maximum of seventy-five dollars (\$75.00) per month.

## **Section 3 Selected IRS Pre-Tax Benefits**

- A. The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.
- B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed
- C. The State will provide a program consistent with Internal Revenue Code Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.
- D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees that the Union will determine the utilization of the employee share of the surplus in outlying years, subject to the limitations set by the various federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

## **Section 4 Health Benefits**

### **A. Group Plans and Contributions**

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during 2007. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/ brand name formulary/brand name nonformulary respective) co-payment. Program 3 Plus and Iowa

Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the State shall contribute the full cost of single coverage.

2. Family Plans:

Effective January 1, 2014, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract. Either year of this Agreement:

Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.

3. Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse family coverage will be the full premium.

When a husband and wife are employed by the State and one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The State's contribution to the above stated double-spouse family coverage will not exceed the full family premium.

If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half ( $\frac{1}{2}$ ) of the State's share of the full-time double-spouse family premium.

When a husband and wife are employed by the State, and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.

**B. Cost Containment**

Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a twenty-five thousand dollar (\$25,000) lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

**C. Second Opinions**

Second opinions for elective surgery remain voluntary.  
(Enrollment Periods, Other Enrollment Changes, and Movement Among Plans, see Appendix C)

**Section 5 Dental Benefits**

- A. The State agrees to provide dental benefits to all eligible bargaining unit members as set forth in Appendix D. The State shall contribute the full cost of single coverage for a full-time employee. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C (Dental Benefits Plan section).

If a full-time employee elects a family plan, the State shall contribute fifty percent (50%) of the family premium. Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

- B. When a husband and wife are employed full-time by the State, or one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The State's contribution to double-spouse family coverage will be equal to two (2) single contributions. If both spouses are benefits-eligible part-time employees, the State shall contribute the cost equal to a single plan.
- C. When a husband and wife are employed by the State and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.

(Enrollment periods and other enrollment changes, see Appendix C, Dental Benefits Plan section.)

#### **Section 6 Workers' Compensation Benefits**

- A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits, as set forth in this Article. During the pendency of Industrial Commission appeal proceedings for workers' compensation benefits, the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.
- B. Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

### Section 7 Life Insurance

- A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State employees' group life insurance program administered by DAS-HRE.
- B. Provisions of the group life insurance program are as follows:
1. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and who are regularly scheduled to work at least thirty (30) hours per week.
  2. Each full-time employee will be provided, at no cost to the employee, with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment (AD&D) coverage, as indicated in the following schedule:

| Age             | Basic    | AD & D   |
|-----------------|----------|----------|
| Under 65        | \$20,000 | \$20,000 |
| Age 65-69       | \$13,200 | \$13,200 |
| Age 70-74       | \$8,300  | \$8,300  |
| Age 75 and over | \$5,700  | \$5,700  |

3. Each full-time employee will have the option of purchasing supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule:

|               | Maximum Supplemental | Maximum Supplemental |
|---------------|----------------------|----------------------|
| Under 65      | \$100,000            | \$100,000            |
| Age 65-69     | \$ 66,000            | \$ 66,000            |
| Age 70-74     | \$ 41,500            | \$ 41,500            |
| Age 75- 79    | \$ 28,500            | \$ 28,500            |
| Age 80 & over | \$ 28,500            | \$ 28,500            |

4. The supplemental life insurance will be available in increments equal to one-twentieth (1/20) of the maximum amount available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided that employees make

application within thirty (30) calendar days of their date of employment. Coverage increases or decreases after the first thirty (30) days of employment must be made in conjunction with a qualifying life event or during the annual enrollment and change period. Increases after the first thirty (30) days of employment will be subject to medical underwriting.

5. Upon an employee's termination from State employment, the group life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

### **Section 8 Disability Insurance**

The State agrees to continue the existing disability insurance programs within the various State departments and institutions for the duration of the Agreement. The maximum benefit for General Government employees shall be three thousand dollars (\$3,000). The LTD benefit will be sixty percent (60%) of covered monthly salary regardless of length of service [sixty percent (60%) of up to sixty thousand dollars (\$60,000) annual salary]. The State further agrees to continue to pay the entire cost for such disability insurance.

### **Section 9 School Year Employees**

The Employer shall contribute the Employer's share of the single and/or family coverage for all insurance plans during recesses in the academic year and/or summer for employees who are regularly employed on a school year basis for less than twelve (12) months out of a year.

### **Section 10 Sick Leave**

#### **A. Accrual**

1. All permanent bargaining unit employees of the State shall accrue sick leave at a rate for each full month of service which is based upon the amount of sick leave balance according to the chart in Article IX, Section 10(F) below.
2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

#### **B. Utilization of Sick Leave**

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which

require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Section.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the

Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed three (3) scheduled work days for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.
3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.
4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. Employees may use accrued sick leave for care of and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above), or for the birth of their child. Use of sick leave for this purpose is limited to forty (40) hours per year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.
6. Employees may use accrued sick leave during adoption. Such leave shall not exceed forty (40) hours.
7. Sick leave shall not be used for any reasons not specifically set forth above.

C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account.

D. Cancellation of Sick Leave

Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within two (2) years.

E. Payment of Sick Leave Upon Retirement and Accrual for Employees

Employees will receive the following sick leave provisions  
All nontemporary employees working a full-time schedule shall accrue sick leave in accordance with the following:

| <u>Sick Leave Balance</u> | <u>Rate of Accrual</u> | <u>Conversion Rate</u> |
|---------------------------|------------------------|------------------------|
| Zero to 750 hours         | 18 days per year       | 60% of value           |
| Over 750 hours            |                        |                        |
| to 1500 hours             | 12 days per year       | 80% of value           |
| Over 1500 hours           | 6 days per year        | 100% of value          |

Sick leave accrual for nontemporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

**Payment of Sick Leave Upon Retirement**

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate. Initially, the employee will receive two thousand dollars (\$2,000) payable with the final pay period that includes the employee's retirement date.

The remaining converted balance of the accrued sick leave balance shall be converted as follows:

Upon a bona fide retirement, employees will convert the remainder, after payment of the two thousand dollars (\$2,000) addressed in the preceding paragraph, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave Balance for Conversion Rate purposes will be the employee's balance before payment of the two thousand dollars (\$2,000) addressed above and will be converted according to the following schedule:

Sick Leave

| <u>Sick Leave Balance</u> | <u>Rate of Accrual</u> | <u>Conversion Rate</u> |
|---------------------------|------------------------|------------------------|
| Zero to 750 hours         | 18 days per year       | 60% of value           |
| Over 750 hours            |                        |                        |
| to 1500 hours             | 12 days per year       | 80% of value           |
| Over 1500 hours           | 6 days per year        | 100% of value          |

The Employer will continue to pay the Employer's share of the health insurance premium each month until the converted value of the employee's sick leave balance is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed or switch "down" at any time without underwriting.

The converted value of the sick leave can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.

The State agrees that with regards to employees in positions designated by IPERS as Protection Occupation positions who have reached retirement eligibility and have separated from employment with the State, but who have not yet begun to receive IPERS retirement benefits, it will work with the Union to establish terms for their use of this benefit.

G. Rights Upon Return to State Employment

If a retired employee who is utilizing this benefit returns to permanent State employment, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

H. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half (1/2) day (4 hours) added to their accrued vacation account in lieu of the accrual of sick leave.
2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.
3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual paid vacation and unscheduled holiday entitlement.

**Section 11 Annual Paid Vacation**

A. The Employer agrees to provide employees with a formal annual paid vacation as set forth below.

B. Employees shall begin earning annual paid vacation on their first day in pay status. Employees are eligible for and shall be granted annual paid vacation as follows:

1. Full-Time Employees
  - a. Annual paid vacation shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.

| <u>Years of Service</u> | <u>Accrual Rate/Year</u> |
|-------------------------|--------------------------|
| 0 through 4             | 80 hours (10 days)       |
| 5 through 11            | 120 hours (15 days)      |
| 12 through 19           | 160 hours (20 days)      |
| 20 through 24           | 176 hours (22 days)      |
| 25 & up                 | 200 hours (25 days)      |

b. Annual paid vacation may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual paid vacation leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual paid vacation. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by each department director. Eligibility for these payments is not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

2. School Year Employees

Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual paid vacation consistent with paragraph 1(a) above.

3. Permanent Part-Time Employees

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata annual paid vacation consistent with paragraph 1(a) above.

C. Annual paid vacation shall not be earned for any period of absence without pay.

D. In scheduling annual paid vacation, choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When annual paid vacation requests are not submitted sixty (60) days in advance, annual paid vacation will be granted on a first come-first served basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. If local Management and the local Union/Chapter have agreed to an annual paid vacation scheduling practice, this provision shall not supersede that practice. Once annual

paid vacation periods have been scheduled, the Employer shall make no changes in employee annual paid vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled annual paid vacation, the affected employee may reschedule his/her annual paid vacation during the remainder of the calendar year or extend the scheduling of his/her annual paid vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' annual paid vacation periods. Every attempt will be made to grant employees annual paid vacation at the requested time. Grievances regarding the denial of annual paid vacation shall begin with the Step 2 of the grievance procedure. The time frame at Step 2 of the grievance procedure will be thirty (30) days. Any disputes resulting from scheduled annual paid vacation priorities will be resolved by the local Union. If an employee is under the care of an attending physician while on his/her paid annual paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

E. Catastrophic Illness Contributions

Employees may contribute accrued annual paid vacation, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be irrevocably credited to the recipient's sick leave account.

**Section 12 Holidays**

- A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Field staff personnel shall receive an additional four (4) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 11 Paid Annual Leave of Absence (Vacation) in this Article.

1. Scheduled Holidays:

**New Year's Day**, January 1

**Dr. Martin Luther King's Birthday**, third Monday in January

**Memorial Day**, the last Monday in May

**Independence Day**, July 4

**Labor Day**, the first Monday in September

**Veterans Day**, November 11

**Thanksgiving Day**, the fourth Thursday in November

**Friday after Thanksgiving**

**Christmas Day**, December 25

2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

B. Holiday Pay

When a holiday falls on an employee's regularly scheduled work day, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls on a scheduled day off (rest day) the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

When an employee is required to work on a holiday, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. The holiday pay may be in cash or compensatory time at the employee's discretion.

When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Appointing Authority. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

C. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in Section 12(A) above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half (1/2) of the scheduled hours fall on a holiday. At the discretion of the employee,

such premium compensation shall be either in cash or compensatory time. However, in accordance with the Fair Labor Standards Act, the employee must receive cash payment for all hours worked on the holiday.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year.

- D. Employees working a compressed work week will not have their schedule changed during a work week that includes a holiday. This shall not apply in those situations where the Employer provides written notice at the time the employee accepts a compressed work week that such schedule changes will occur during any work week that includes a holiday.
- E. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.
- F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.
- G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

### **Section 13 Travel and Lodging**

#### **A. Mileage**

The Employer agrees to reimburse any employee who is authorized and required to use his or her personal vehicle in the performance of the employee's work for the State at the rate established by the Iowa Department of Administrative Services policy, beginning at the employee's office. When an employee attempts to obtain a State vehicle for approved business travel and one is not available for the employee's use, the employee will be reimbursed for the use of his or her personal vehicle at the rate established by the Iowa Department of Administrative Services policy.

The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the office each day. However, an employee of the Department of Revenue or the Department of Human Services shall be reimbursed beginning at his or her point of departure unless he or she reports to the office. In that event, the office shall be considered the point of departure.

B. Lodging and Meals

Employees shall be reimbursed for actual expenses incurred, at the rate established by the Iowa Department of Administrative Services policy per day for meals plus reasonable room expenses while in the performance of their official duties. The Employer reserves the right to establish reasonable reporting procedures.

C. Out-of-state travel, meals, and lodging reimbursement will be in accordance with the rate established by the Iowa Department of Administrative Services policy.

D. Advance Travel Request

When employees are required by the Employer to travel outside the state and the expenses are anticipated to exceed two hundred dollars (\$200), employees may request an advance travel allowance not to exceed eighty percent (80%) of the anticipated travel expense.

E. Thirty (30) days prior to the implementation of any change to the reimbursement rate for mileage, meals or lodging, the State will notify the President of AFSCME Iowa Council 61 and provide information regarding the change.

F. Permanent Travel Advance

Employees who are required as a condition of employment to travel within the state on a regular basis shall be eligible for a permanent travel allowance as follows:

1. Employees whose in-state travel expense has averaged between one hundred dollars (\$100.00) and one hundred fifty dollars (\$150.00) per month for the preceding twelve (12) months shall receive a permanent travel allowance of one hundred dollars (\$100.00).
2. Employees whose in-state travel expense has averaged over one hundred fifty dollars (\$150.00) per month for the preceding twelve (12) months shall receive a permanent travel allowance of one hundred fifty dollars (\$150.00).

3. The advance travel allowance shall be deducted from the employee's last paycheck upon separation from State service. Additionally, the Employer reserves the right to regularly review an employee's monthly travel expenses and should the employee fail to meet the above requirements, the advance travel allowance shall be withdrawn and deducted from the employee's next paycheck.

#### **Section 14 Payday**

General government employees shall be paid on a bi-weekly basis. Each employee may choose among the options currently provided by the employing unit for receiving paychecks. The Employer will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion.

### **ARTICLE X LEAVES OF ABSENCE**

#### **Section 1 Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period.

Parental leaves of absence shall be exempt from the waiting provisions of this Section.

#### **Section 2 Request Procedure**

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance, whenever possible.

The request shall state the reason for and the length of the leave of absence being requested. The immediate supervisor shall furnish a written response as follows:

- A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.
- B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

### **Section 3 Leaves of Absence Without Pay**

Except as otherwise provided in this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

#### **A. Parental Leave**

Employees shall be granted parental leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months.

An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position. 3. Except as provided under Article IX, Section 10 of this Agreement, Sick Leave, all periods of parental leave shall be leaves of absence without pay.

#### **B. Military Leave**

Whenever an employee enters the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Code of Iowa and the applicable federal statutes.

#### **C. Unpaid Educational Leave**

It is the expressed intent of the Employer to promote continued education by employees of the State and, in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:

1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.
2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld. Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the Employer.
2. Bargaining unit employees who are physically injured and unable to work as a result of attacks by inmates, residents, patients, visitors, students or clients of the State and who have exhausted their leave of absence granted pursuant to Article X, Section 3(D) (1) above, may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified may, at their discretion by written notice to their supervisor, decline to utilize up to two (2) weeks (eighty (80) hours) of annual paid vacation in each year of this Agreement.

- F. The Employer agrees to provide for the following rights upon return from any of the approved leaves listed in this Section:
1. The employee shall have the right to be returned to his/her position or one of like nature in the same organizational unit.
  2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified in the same organizational unit.
- G. Except as otherwise provided in this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.
- H. When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In the arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

#### **Section 4 Paid Leaves of Absence**

##### **A. Voting Leave**

1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.
2. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

B. Jury Duty

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.
2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.
3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests. Employees should not be denied opportunity for educational leave based solely on the shift the employee works.

**E. Continuing Education and Certification Costs**

The Employer agrees to pay all costs for required Continuing Education, for employees to maintain their certification/licenses as required to perform their job for the Employer. The Employer further agrees to allow employees to be in pay status for these classes/conferences.

**ARTICLE XI  
MISCELLANEOUS**

**Section 1 Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

**Section 2 Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee. Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee. However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

**Section 3 Special Expenses**

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a State employee.

**Section 4 Payment of Employee Moving Expenses**

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and related expenses in accordance with the Relocation and Reimbursement Policy published by DAS-HRE. See Appendix E for full text of the policy.

### **Section 5 Tuition and Related Reimbursements**

Subject to the availability of funds, the Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to enhance their job performance and/or career development. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related and/or career development courses. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for participation in the educational assistance program based solely on the shift the employee works.

### **Section 6 Severe Weather/Emergency Closings**

- A. When the Employer closes a State facility, all employees, including probationary employees, may use earned compensatory time, vacation or leave of absence without pay as they may elect. Employees may, with the approval of their Appointing Authority, also elect to work their regularly scheduled hours even though the State facility is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor. When the facility is not closed, all employees, including probationary employees, who are unable to report to work may use earned compensatory time, vacation, or leave of absence without pay as they may elect.
- B. If the proper Management authority, who may consult with other knowledgeable persons, declares that an inclement weather situation or other emergency exists, the following shall apply:
  - 1. If the employee reports within one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee will be assumed to have reported on time.
  - 2. If the employee reports after one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half ( $\frac{1}{2}$ ) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 6(A) above.

### **Section 7 Training**

The Employer agrees to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned positions. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for training based solely on the shift the employee works.

Training shall be offered by seniority to those employees who have not had the course.

### **Section 8 Identification Cards**

All employees shall receive identification cards. The Employer will replace at no cost all identification cards that wear out, and will replace one (1) identification card a year at no cost that is lost by the employee.

### **Section 9 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

### **Section 10 Retention of Disabled Employees**

- A. It is the intent of both parties to encourage the retention of employees who may have become disabled while in State service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.
- B. The parties agree that employees who have become temporarily disabled due to a work-related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.
- C. The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

### **Section 11 Performance Evaluation**

All bargaining unit employees are entitled to a fair and impartial performance evaluation.

### **Section 12 Contracting and Job Security**

- A. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the State agrees to a notification and discussion with the local Union not less than sixty (60) days in advance of the implementation.
- B. If, as a result of outsourcing or privatization following an Employer initiated competitive activities process, positions are eliminated, the Employer shall offer affected employees other employment within Iowa State government. Other employment shall first be sought within the affected employee's department and county of employment. Affected employees accepting other employment shall not be subject to loss of pay nor layoff pending placement in other employment under this Section. Neither shall such employees be subject to a decrease in pay in their new position. However, affected employees will not be eligible for any pay increase until such time as their pay is within their new pay grade range. In the alternative, employees may elect to be laid off.

Employees placed in other employment under this Section, as well as those electing to be laid off, will be eligible for recall to the classification held at the time of outsourcing or privatization, in accordance with Article VI of this Agreement.

### **Section 13 Work Areas**

The Union and the Employer shall develop and implement incentives which are non-economic in nature, to encourage employees to enter and/or remain in less desirable work areas, subject to the approval of the Chief Operating Officer of DAS-HRE and the President of AFSCME Iowa Council 61.

### **Section 14 Employee Assistance Program**

- A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees and their families. The Employer and the Union will encourage employees to seek professional assistance when necessary.
- B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.

- C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

#### **Section 15 Labor/Management Meetings**

- A. The Employer and the Union agree to establish monthly Labor/Management meetings when requested by the appropriate Local/Chapter. The request to meet must be made no less than two (2) weeks in advance. The parties will agree to a date the meeting will be held. Each party may submit agenda items to the other no later than one (1) week prior to the meeting. The meeting will last no longer than two (2) hours, but may be extended by mutual agreement. Up to six (6) representatives from the Union and up to an equal number of Management will attend the meetings. The purpose of the meetings shall be to afford both Labor and Management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or Management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor/Management meetings. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide Labor/Management meetings.
- B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One (1) Union representative from each Local/Chapter and up to an equal number from Management will attend the meetings in pay status. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be at the rate established by the Iowa Department of Administrative Services policy. Union members will attempt to car pool when possible.

## **ARTICLE XII HEALTH AND SAFETY**

### **Section 1 Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. In the event that equipment is purchased, and the operation of that equipment is assigned to an employee, the Employer agrees to provide that employee with such training as is necessary, as determined by the Employer, to carry out the duties of the assigned position.

Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

### **Section 2 Buildings/Structures/Steam Tunnels**

- A. The Employer shall provide and maintain all State owned and State employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and State agencies.
- B. Where no policy exists for handling bomb threats in State owned or leased buildings, the Employer shall develop such policies.
- C. Procedures for confined space entry and for working in steam tunnels will be developed at Statewide Labor/ Management Cooperative Team meetings. Protocols for working in steam tunnels will include, but not be limited to, a "buddy system" and the availability of protective clothing and breathing apparatus.

### **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and State regulations.

### **Section 4 Uniforms**

- A. Where employees are required by the Employer to wear uniforms/smocks, the Employer shall, at no cost to the employee, provide and maintain them for such employees. For the purposes of this Agreement, uniforms/smocks are defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for personal or other outside use.

- B. The Employer shall, in good faith, endeavor to replace damaged or misfit uniforms in an expeditious manner.
- C. Where pins are currently permitted, employees shall be allowed to wear up to two (2) Union pins on their uniforms/smocks.
- D. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms/smocks.

#### **Section 5 Safety Shoes and Safety Glasses**

- A. Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes beginning with the first day of employment. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.
- B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style and choice of the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or safety goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee must meet or exceed the Employer's safety standards.

#### **Section 6 Damage to Personal Items**

- A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of three hundred dollars (\$300) per occurrence, subject to legislative approval if necessary.
- B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of three hundred dollars (\$300). Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section.

### **Section 7 Employer Owned Vehicles**

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguishers. The State will endeavor in good faith to comply with Section 321.381 of the Code of Iowa.

### **Section 8 Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

### **Section 9 Video Display Terminals**

- A. Where practical and feasible, the Employer will maintain standards for computers/word processing equipment (hereinafter referred to as VDTs).
- B. In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII of this Agreement, employees shall be entitled to a five (5) minute pause from work for every hour of intensive VDT use. Individual departments, in consultation with the VDT users, will establish the pattern of usage for the additional pauses described above. The local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the Employer may provide an alternative work assignment. Intensive VDT use is defined as: (1) use which requires continuous and sustained attention and concentration on the VDT screen, and; (2) use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations. The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.
- C. The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The Employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit of State government responsible for such purchases. These guidelines will address desirable characteristics relating to: (a) screen positioning, (b)

keyboards, (c) screen and character type, and (d) accessories. The Union will be consulted in the development of these general design guidelines.

The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:

1. The ability to position the VDT and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user;
2. The ability to provide adequate lighting for the work to be performed;
3. The ability to minimize glare;
4. The ability to minimize printer noise, and;
5. Chairs which may be adjusted to and which provide proper support for the user.

The Employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for VDT users.

#### **Section 10 Education and Reporting Procedures**

By August 1, 2014, the Employer will provide to the Union a written plan for delivery of health and safety information and reporting procedures for each department.

#### **Section 11 Health and Safety Committees**

In the State departments, Board of Regents institutions, and state institutions or correctional facilities where currently a health and safety committee operates, the Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative). The Union shall have the right to designate which bargaining unit employee(s) shall serve as representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term consistent with current practices. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees.

The parties agree that attempts to resolve health and safety concerns should first be made at the local level. Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 15. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI,

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Section 15. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/ Management committee meeting. This joint report shall be shared with the department director and the president of the Union.

#### **Section 12 Health and Safety Complaint Procedure**

If practical, the Employer will provide safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupation Safety and Health Act (OSHA) and all other applicable federal, State, or local laws and regulations, and departmental safety rules and regulations. Nothing in this Agreement will imply the Union has assumed legal responsibility for the health and safety of employees. This Section does not affect the rights of individual employees or the Union to file complaints with IOSHA.

### **ARTICLE XIII (THIS ARTICLE RESERVED FOR FUTURE USE)**

#### **ARTICLE XIV GENERAL**

##### **Section 1 Obligation to Bargain**

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the State's merit systems relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered

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in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 2 Retention of Benefits**

- A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.
- B. For the purpose of this Section, the term "agency" means the individual departments of State government.
- C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to PERB.

## **Section 3 Savings Clause**

- A. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall decide between Management's and the Union's final offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.

- C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.
- D. The parties disavow the Polk County District Court's decision in the matter of AFSCME vs. State of Iowa, Docket Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992 regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

#### **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2014, and terminating on June 30, 2015, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2014. In the event the parties fail to reach an agreement by January 1, 2015, mediation shall be requested. In the event the parties are still at impasse on February 1, 2015, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2015. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A**  
**PAYGRADES AND CLASSIFICATION**  
**EDUCATION BARGAINING UNIT**

| <u>Code</u><br><u>No.</u> | <u>Pay</u><br><u>Grade</u> | <u>Classification</u>                 |
|---------------------------|----------------------------|---------------------------------------|
| ?????                     | 35                         | Administrative Consultant             |
| ?????                     | 38                         | Administrative Consultant Voc Rehab 1 |
| ?????                     | 45                         | Administrative Consultant Voc Rehab 2 |
| ?????                     | 47                         | Administrative Consultant Voc Rehab 3 |
| ?????                     | 33                         | Community Health Consultant           |
| ?????                     | 30                         | Corrections Training Specialist       |
| ?????                     | 30                         | Human Services Training Specialist    |
| ?????                     | 33                         | Education Program Consultant          |
| ?????                     | 31                         | Educator                              |
| ?????                     | 30                         | Law Enforcement Instructor            |
| ?????                     | 33                         | Legal Instructor                      |
| ?????                     | 28                         | Librarian 1                           |
| ?????                     | 30                         | Librarian 2                           |
| ?????                     | 32                         | Library Consultant                    |
| ?????                     | 28                         | Senior SVC Specialist for the Blind 1 |
| ?????                     | 29                         | Senior SVC Specialist for the Blind 2 |
| ?????                     | 25                         | SVC Specialist for the Blind 1        |
| ?????                     | 26                         | SVC Specialist for the Blind 2        |
| ?????                     | 27                         | Training Specialist 1                 |
| ?????                     | 30                         | Training Specialist 2                 |
| ?????                     | 30                         | Rehabilitation Technology Specialist  |
| ?????                     | 27                         | Utilization Specialist                |

The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

**APPENDIX B  
ORGANIZATIONAL AND EMPLOYING UNITS**

Organizational units for purposes of layoff pursuant to Article VI and employing units for purposes of transfers pursuant to Article VII are defined as:

1. Regents:  
Institutions
2. Human Services:  
Institutions  
Central Office
3. Transportation:  
Districts  
Ames/Des Moines Complex
4. Corrections:  
Institutions  
Central Office
5. Disability Determination Services:  
Central Office
6. All other State agencies:  
Divisions  
Districts or Regions  
Institutions

**APPENDIX C  
ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES,  
AND MOVEMENT AMONG PLANS**

1. Health Benefits Plans
  - a. New Employees New employees may enroll in single or family coverage within sixty (60) calendar days of their date of employment. Employees and dependents not enrolled during this period will not be allowed to be covered on the plan until the next open health enrollment and change period unless there is a qualified life event that would allow for enrollment and change.
  - b. PROMISE Employees  
PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

c. Open Enrollment and Change Period

In either the months of October or November of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select any health plan offered for which the employee may be eligible and add or remove dependents on their plan.

d. Changes During a Plan Year

Following a qualified event, at any time during the year, employees may make health insurance changes consistent with the event without a preexisting condition(s) waiting period, provided that timely application is made and that only dependents allowed by the event are added to or removed from coverage. A change may be made if a new application is submitted within thirty (30) calendar days (sixty (60) days in the case of birth or adoption) of any of the following events:

Marriage;

Death of a spouse or dependent;

Adoption of a child, addition of stepchildren or foster children to the family;

Employee or spouse reaches age 65;

Spouse or dependents who have lost coverage. Employee, spouse or dependent becomes eligible for Medicare, or;

Divorce, annulment, legal separation, or dissolution of marriage, or;

Dependent no longer eligible

Dependent resumes full-time student status

When an employee accepts a job with the Employer in another part of the state where the employee's plan is not available, the employee will be allowed to change to another plan.

At the time of the birth of a biological child, the health insurance carrier will add this newborn to the existing family health contract when information becomes available from any valid source that this birth occurred, e.g., hospital or professional claims submission, or an enrollment form. The effective date of enrollment will be the date of birth.

If a single health contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to the carrier to change to a family health contract within sixty (60) days of the date of this birth. The effective date of the family health contract will be the

first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract.

If the single health contract holder does not submit the application for family coverage within sixty (60) days of the birth of the biological child, the child will not be able to be added until the next open health enrollment and change period unless the child would be eligible and affected due to another qualified life event.

- e. The DAS-HRE Chief Operating Officer may conduct or research health benefit-related projects of limited duration and scope designed to improve the quality, access or affordability of the health benefit program for State employees. This provision includes, but is not limited to, development and implementation of a joint purchasing project among other public and private sector health benefit purchasers.

## 2. Dental Benefits Plan

### a. New Employees

New employees may enroll in single or family coverage within sixty (60) calendar days of their date of employment.

### b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

- c. Enrollment and Change Period There will be no annual enrollment and change period for dental benefits. There will, however, be a one time, thirty (30) day special open enrollment period for dental insurance which will be held during October in the first year of this agreement at which time employees may enroll in single or family coverage and may add dependents to existing contracts.

### d. Changes During a Plan Year

Following a qualified event, at any time during the year, employees enrolled in the dental plan may make dental insurance changes consistent with the event provided that timely application is made and that only dependents directly affected by the event are added to or removed from coverage.

A change may be made if an application is submitted within thirty (30) calendar days [sixty (60) days in the case of birth or adoption] of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

- Marriage;
- Death of a spouse or dependent;
- Adoption of a child, addition of stepchildren or foster children to the family;
- Employee or spouse reaches age 65;
- Spouse involuntarily loses coverage through another employer (i.e., discharge, layoff, plant closing or company closing). Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);
- Employee, spouse or dependent becomes eligible for Medicare;
- Divorce, annulment, legal separation, or dissolution of marriage, or;
- Dependent no longer eligible
- Dependent resumes full-time student status

If a single dental contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to change to a family dental contract within sixty (60) days of the date of this birth. The effective date of the family dental contract will be the first day of the month in which the biological child was born. Appropriate employee deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract. Other family members not affected by the birth are not eligible to be added because of this event.

If the single dental contract holder does not submit the application for family coverage within sixty (60) days of the birth of the biological child, there is no further opportunity to add this child unless the child would be eligible and affected due to another qualified life event.

**APPENDIX C-1**  
**HEALTH BENEFITS REVIEW COMMITTEE**

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of seven (7) Union representatives appointed by the President of AFSCME Iowa Council 61, and seven (7) employees representing the Employer appointed by the Chief Operating Officer of DAS-HRE. The Employer's representatives shall elect one (1) co-chair and the Union's representatives shall elect one (1) co-chair.

The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and communication), employee education and cost containment.

The committee shall meet once each quarter during the term of the Agreement to discuss agenda items defined by the co-chairs in advance of the committee meeting. Each committee meeting shall last no longer than two (2) hours. Union representatives participating in the meetings shall be in pay status for travel time and the time spent in such meetings. Attendance at such meetings shall not make an employee eligible for overtime pay if attendance occurs on the employee's day off, or starts before or extends beyond the employee's scheduled work day. Participants shall be reimbursed for mileage and meal expenses by AFSCME Iowa Council 61.

**APPENDIX D**  
**DENTAL BENEFIT COVERAGE**

1. Diagnostic and Preventative Services Plan payment at one hundred percent (100%) UCR.  
Routine examination and teeth cleaning twice in a plan year.  
Bite-wing x-rays at twelve (12) month intervals.  
Full mouth x-rays once in any three (3) year interval unless special need is shown.  
Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve (12) month interval.
2. Routine and Restorative Services  
Plan payment at eighty percent (80%) UCR.  
Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic).  
Emergency treatment for relief of pain.  
Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).  
Topical applications of sealants for unmarried dependent

children who are less than fifteen (15) years old. Not more than a single application for each molar. Lifetime maximum per member one hundred twenty dollars (\$120.00).  
No deductibles.

3. Major Restorative Services

Plan payment at fifty percent (50%) UCR.

Root canals.

Gold fillings when other filling materials cannot be used.

Crowns and jackets when necessary and when fillings cannot be used.

The dental benefits shall include surgical as well as non-surgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at fifty percent (50%) coinsurance.

4. Prosthetics

The dental benefits shall include bridges and dentures at fifty percent (50%) coinsurance.

5. Annual Maximum Plan Payment

The annual maximum plan payment for all plan benefits shall be fifteen hundred dollars (\$1,500) per member per year.

6. Orthodontics

The dental benefits shall include orthodontics to be paid at fifty percent (50%) coinsurance with a per dependent lifetime maximum of fifteen hundred dollars (\$1,500).

**APPENDIX E**  
**RELOCATION REIMBURSEMENT**

**1. GENERAL POLICY**

Executive branch state employees who are reassigned at the direction of the Appointing Authority shall be reimbursed for relocation and related expenses in accordance with this policy, with a maximum amount of expense to the state of fifty thousand dollars (\$50,000).

If approved by the Appointing Authority, an individual newly hired or promoted may be reimbursed for relocation and related expenses at the same rate used for the reimbursement of a current employee who has been reassigned. The Appointing Authority shall have the discretion to decide the extent to which reimbursement is provided to newly hired or promoted employees.

Initial Proposal  
AFSCME Iowa Council 61  
April 8, 2014

Prior written approval must be given by the Department of Administrative Services-State Accounting Enterprise (DAS-SAE) to the Appointing Authority for relocation to or from outside the continental United States. Upon request of the Appointing Authority, exceptions to this policy may be made with prior written approval of the DAS-HRE. Eligibility for reimbursement shall occur when all of the following conditions exist:

- \* The move is for the primary benefit of the State;
- \* A permanent change in duty station is required; and
- \* The individual must change his or her place of personal residence beyond twenty-five (25) miles. (For moves less than twenty-five (25) miles, no relocation expenses reimbursement will be allowed unless DAS- HRE has given prior written approval.)

An employee may elect to relocate temporarily and remain eligible to relocate permanently at any time thereafter for a period of up to twelve (12) months from the day before the employee is to report to the new duty station. Temporary living expenses requested for reimbursement during such a "temporary relocation" shall be included as part of the total amount reimbursable under this policy [up to ninety (90) calendar days]. Claims for reimbursement of temporary living expenses shall be filed on the Temporary Living Expense Claim form [TP(RELO-SUB)]. One (1) member of the employee's immediate household may be eligible for limited temporary living expenses. Reimbursement of relocation expenses will not occur prior to the time the employee is officially on the payroll or the time the employee has an official change in duty station, and will be made on the basis of DAS- HRE rules and policies in effect at that time. However, approval to incur expenses and to submit claims for reimbursement may occur before the employee is officially reassigned or placed on the payroll. Claims for reimbursement of relocation expenses shall be filed on the Relocation Expense Claim form [TP(RELO-EXP)]. Unless otherwise provided in this policy, reimbursement amounts for meals, lodging and personal vehicle mileage will be the same as for a State employee on State business.

Disputes with regard to the application and interpretation of this policy, as well as exceptions to this policy, shall be submitted to and resolved by the Director of the Department of Administrative Services. The resolution shall be put in writing and copies sent to the Appointing Authority, the employee and DAS-HRE.

## 2. DEFINITIONS

- **Amortization** - A payment plan which enables the borrower to reduce his or her debt gradually through monthly payments of the principal.
- **Appraisal fee** - A fee charged by an appraiser for an appraisal report. If the lender secures the appraisal, the fee is usually paid to the lender.
- **Assumption fee** - A fee charged by a lender to compensate for administrative costs related to an assumption of a pre-existing mortgage.
- **Binding, not to exceed bid** - A bid that is guaranteed not to exceed a certain dollar amount.
- **Bridge loan** - A loan, from a financial institution, to cover the short interval between buying a house and selling another.
- **Credit report** - A report required by a lender on the credit standing of a prospective borrower.
- **Duty station** - A geographic location where an employee is officially assigned to work.
- **Escrow agent's fee** - A fee charged by an escrow agent to establish an escrow account.
- **Former residence** - A personal place of residence owned or rented by the employee immediately preceding the move.
- **Household goods** - Personal property that belongs to the employee or the employee's immediate household members and that is related to occupying, maintaining or caring for a home. Household goods include yard items such as utility sheds and play sets that are reasonably movable as well as recreational equipment and vehicles.
- **Immediate household** - Individuals who are members of or reside in the employee's household.
- **Lender application fee or loan origination fee** - A fee charged by a lender which is in essence a "service charge" to compensate for the lender's administrative and loan preparation costs. The fee is usually expressed in points (a flat percentage of the loan amount).
- **Mobile home** - A mobile dwelling constructed for use as a residence and designed to be moved. Includes components attached to or a part of the home.
- **Mortgage** - A lien or claim given by a buyer to a lender to secure advances on, or the unpaid purchase price of, real property. Includes contracts for the purchase of real property.
- **Mortgage prepayment penalty** - A fee charged by the lender when a borrower pays off an existing mortgage prior to its expiration.

- **Promotion** - The acceptance by a nontemporary employee of an offer by an appointing authority to move to a position in a class with a higher pay grade that may involve movement between positions covered by merit system provisions and positions not covered by merit system provisions.
- **Realtor commission** - A fee charged by the agent for the sale of real estate property; usually a percent of the property's sale price.
- **Reassignment** - The movement of an employee and the position the employee occupies within the same organizational unit or to another organizational unit at the discretion of the Appointing Authority. A reassignment may include a change in duties, work location, days of work or hours of work, and may be temporary or permanent. A reassignment may result in a change from the employee's previous job classification.
- **Residence** - An employee's place of permanent residence.
  - The employee may have only one (1) residence from which the move is being made. Other homes or real property owned or rented by the employee are not covered for the purposes of this policy, unless it is temporary housing. However, with prior approval, household goods from other locations may also be moved (e.g., items in storage or situations where the employee or a member of the employee's immediate family occupies a dormitory room).
  - A residence owned by the employee means a residence owned in whole or in part by the employee or spouse.
  - If the former residence is part of a multiple-family or multiple-purpose property owned by the employee, incidental moving expenses incurred for selling the property will be prorated to include only that part of the expenses applicable to the employee's actual residence.
- **Severance agreement** - A written agreement between the Employer and employee stipulating salary and benefits to be paid upon separation.
- **Stop-over or pick-up charges** - A fee charged by the moving company when the goods to be moved must be picked up from more than one (1) location, or when a temporary delay in delivery to the new location is necessary (may also be called in-transit temporary storage).
- **Title and recording fees** - Fees charged by a county to record a sale of real property and establish ownership of real estate property.
- **Transfer tax** - A state revenue stamp, documentary stamp or other tax required on the transfer of real property. The amount is based on the actual sale price of the real property.

### **3. MAKING ARRANGEMENTS**

In all situations, the employee is responsible for making relocation arrangements, but must first have the approval of the appointing authority before finalizing the arrangements. Neither the agency nor the State of Iowa shall be responsible for loss or damage to an employee's personal property.

An employee who is approved for reimbursement of relocation expenses shall obtain original "binding, not to exceed" written bids from at least two (2) licensed carriers. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate carrier.

An employee approved for reimbursement of relocation expenses who is moving his or her mobile home shall obtain at least two (2) "binding, not to exceed" written bids on the cost of moving the mobile home and the disassembly and reassembly of any components. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate transporter and installer.

After the relocation is complete, the employee will furnish the agency with the proper documentation needed to prepare and process the claim for payment. In case the employee wishes to pay the carrier, transporter, or installer immediately after the move or is required to do so, the employee may claim reimbursement from the State by using the Relocation Expense Claim form [TP(RELO-EXP)]. All supporting documents that are required by the State (original invoice) must be furnished by the carrier, transporter, or installer to the employee, who must attach them to his or her claim. The invoice must be marked clearly and signed by the mover "Paid in Full."

Employees who wish to move themselves shall not be reimbursed an amount that exceeds the lowest bid for the move. The expense reimbursement voucher must be accompanied by the two (2) carrier bids and any applicable receipts. Neither the employee nor family members will be reimbursed for time spent assisting with or doing their own move.

**4. EXPENSES THAT ARE REIMBURSABLE THE FOLLOWING EXPENSES ARE ELIGIBLE FOR FULL REIMBURSEMENT:**

- Household goods.
  - a. Movement of household goods by a moving company.
    - Moving interior and exterior household goods from the former principal residence to the new principal residence.
    - Insurance for the full (no deductible) replacement value protection of all household goods. The cost of insurance must be clearly spelled out in the movers' bids.
    - Cost of packing and unpacking household goods.
    - Cost of disassembly and reassembly of household goods
    - Stop-over and pick-up charges. This also includes expenses of moving household goods into storage and removing household goods from storage.
    - Storage charges on household goods for up to ninety (90) days.

Payments to the carrier, transporter, or installer for moving expenses may be paid directly by the State or the employee may pay the carrier, transporter, or installer directly and request reimbursement from the State. In either case, the following documentation will be required:
  - Originals or faxed copies of two (2) signed moving company bid sheets from licensed carriers, transporters, or installers; and
  - Original invoice or bill of lading furnished by the carrier, transporter, or installer; and
  - Invoice marked "Paid in Full" and signed by the carrier, transporter, or installer (if paid directly by the employee); and
  - Completed relocation expenses claim forms.
- b. Self-move of household goods
  - Mileage reimbursement at the state rate for using a motor vehicle. More than one (1) trip may be reimbursed between the former principal residence and the new principal residence, as necessary.
- b. Self-move of household goods
  - Trailer and trailer hitch rental. Truck rental plus reimbursement for the cost of fuel for the truck. More than one (1) trip may be reimbursed between the former principal residence and the new principal residence, as necessary. Original receipts for fuel must be accompanied by documentation showing origin, destination and miles driven.

- Trip insurance for full (no deductible) replacement value protection for the time period of the move.
  - Rental of equipment to disassemble or reassemble household goods.
  - Day labor [maximum of twelve dollars (\$12) per hour] hired to assist with the self-move (the employee and members of the immediate household are not eligible for this reimbursement). A handwritten receipt dated and signed by the person receiving payment showing the hours worked and the amount paid must accompany the request for reimbursement.
- c. Movement of a mobile home.
- Preparation of the mobile home for the move.
  - Moving the mobile home including, as necessary, the cost of disassembly and reassembly of any components attached to or a part of the mobile home.
  - Set-up including tie-downs, skirting, leveling pads and concrete blocks.
  - Insurance for full (no deductible) replacement value protection of the mobile home.

**NOTE:** If not moved, the mobile home will be considered a principal residence and expenses related to its sale will be reimbursed accordingly.

- Realtor commission. Realtor commission on the sale of the employee's former principal residence. The claim for reimbursement shall include one (1) copy of the real estate closing statement showing the sale price of the residence and the realtor's commission fees.
- Marketing expenses to sell the residence without a realtor. Expenses associated with marketing the former principal residence for sale without using the services of a realtor are reimbursable in lieu of the realtor commission. All other expenses associated with the sale are subject to and covered by the five thousand dollar (\$5,000) limit.
- Subsistence expenses (temporary living expenses). Subsistence expenses are defined, for this purpose, as breakfast, lunch, dinner, lodging, and up to ten minutes of long distance telephone or cellular phone calls to the former principal residence each day. Subsistence expenses will start on the day prior to the day the employee is to report to the new duty station and end on the day after the employee's household goods are delivered to the employee's new principal residence or at the end of ninety (90) calendar days, whichever comes first.

The ninety (90) calendar days for the employee shall be consecutive unless the employee must be absent on State business from the new duty station for more than five consecutive workdays, in which case those days will not be counted toward the ninety (90) calendar day time frame.

Subsistence reimbursement for meals and lodging will be up to the current rate for employee in-state travel as established in the DAS-SAE Accounting Policies and Procedures Manual. One (1) member of the employee's immediate household, if living with the employee, is also eligible to receive up to the same amount per day for meals, but not lodging, for a maximum of ninety (90) calendar days. Both ninety (90) calendar day periods will run concurrently. This reimbursement is in addition to "expenses during move of household goods." Lodging may include month to month apartment rental and related utilities in lieu of a motel, in which case unrefunded deposits may be claimed for reimbursement. "Related" utilities are those items that would be included in the cost of a motel and are defined, for this purpose, as gas, electricity, basic telephone, basic cable television and water. Claims for reimbursement of subsistence expenses shall be filed on the Temporary Living Expense Claim form [TP(RELO-EXP)].

In lieu of or in combination with subsistence expenses, an employee may be reimbursed for mileage and meals at the daily in-State rate to commute between the new duty station and the employee's former principal residence. Daily reimbursement for commuting will not, however, exceed the daily subsistence expense maximums that would be allowed if the employee remained at the new duty station location.

- Income tax assistance.  
Employees must pay taxes on the prior calendar year's taxable relocation expenses. Income tax assistance payments of thirty-five percent (35%) for reimbursement of taxable relocation expenses will be included each time a claim is paid. Important: Employees will not receive any further compensation for taxable relocation expenses at the end of the calendar year.

THE FOLLOWING EXPENSES ARE ELIGIBLE FOR REIMBURSEMENT UP TO AN AGGREGATE TOTAL OF FIVE THOUSAND DOLLARS (\$5,000):

- Incidental expenses.
  - a. Costs associated with the sale or purchase of a residence.  
To be eligible for reimbursement under this category, the employee must own his/her principal residence at the time of hire or reassignment.  
This category includes necessary and reasonable costs incurred by the employee incidental to the purchase of a new principal residence and customarily paid by the buyer, and incidental to the sale of a former principal residence and customarily paid by the seller.  
The following costs associated with the sale of the employee's principal residence are reimbursable under this policy:
    - Items payable in connection with a loan:  
Veterans Administration Funding Fee  
Mortgage Release/Prepayment Penalty  
Wire Transfer Fee  
Postage Fee
    - Title charges:  
Administrative Compliance Fee  
Settlement Fee  
Abstract or Title Search  
Document Preparation  
Notary Fee Attorney Fee Deed Preparation  
Abstract Continuation  
Deed or Tax Stamps
    - Inspection Fees (if required by law)  
Pest Inspection  
Termite Inspection  
Radon Inspection  
Structural Inspection  
Electrical/Plumbing Inspection

The following costs associated with the purchase of a principal residence are reimbursable under this policy:

- Items payable in connection with obtaining a loan:  
Loan Origination Fee  
Appraisal Fee  
Credit Report  
Processing Fee  
Closing Fee  
Prepaid Loan Fee  
Loan Assumption Fee  
Commitment Fee  
Escrow Agent Fee  
Wire Transfer Fee

- Postage Fee
- Underwriters Fee
- Title charges:
  - Administrative Compliance Fee
  - Abstract or Title Search
  - Document Preparation Title Examination Notary Fee
  - Attorney Fee
  - Plat Drafting
  - Plat Drawing/Survey
  - Title Insurance (Title Guarantee) Survey Charges
  - Flood Certification Fee
- Government recording and transfer charges: Deed Recording Fee
- Inspection Fees (if required by law):
  - Radon Inspection
  - Structural Inspection
  - Electrical/Plumbing Inspection
- b. Utility disconnect and connect charges. Utility connect charges do not include refundable utility deposits or refundable utility cooperative memberships.
- c. Residence disposal and location expenses.
  - Transportation for up to two (2) round trips between the former principal residence and the new principal residence (reimbursable at the current state rate if a personal automobile is used or at the coach rate if travel is by air) for the employee and one (1) household member. This includes travel to conduct business associated with the sale of the former principal residence.
  - Actual meal and lodging expenses for up to five (5) days and four (4) nights for each of the trips mentioned in the paragraph above for the employee and one (1) household member while visiting the new principal residence location.
  - Automobile rental for up to five (5) days plus reimbursement for the cost of fuel for each of the trips mentioned in the paragraph above.
  - Long distance telephone or cellular phone calls and fax charges incidental to the sale or subletting of the former principal residence and/or the purchase or rental of the new principal residence.
- d. Expenses during move of household goods.
  - Actual meals and lodging for the employee and each member of the immediate household for up to five (5) days and four (4) nights while household goods are in transit.
  - At the time of the move, one-way mileage (at the state rate) for up to two (2) vehicles, owned by the employee or a member of the employee's household, from the former principal residence to the new principal residence. Should

the employee's household contain more than two (2) licensed drivers, the number of vehicles for which mileage reimbursement may be claimed shall be equal to the number of licensed drivers. In lieu of driving automobiles from the former principal residence to the new principal residence, the employee and/or the employee's immediate household members may choose an alternate means of transportation for reimbursement and have the vehicles moved by the moving company.

- e. Costs incurred in settling a lease, not to exceed three (3) months' rent.

This expense shall not be allowed if it is determined that the employee knew, or reasonably should have known, that a reassignment was imminent before entering into a lease agreement.

#### **5. DAYS OFF WITH PAY**

Employees may utilize up to a total of eighty (80) hours of paid work time off for any combination of the following reasons:

- Locating a new principal residence.
- Closing on the sale or lease of the former principal residence.
- Closing on the purchase or lease of the new principal residence.
- Moving household goods from the former to the new principal residence.
- Related incidental activities.

#### **6. EXPENSES NOT REIMBURSABLE**

- Expenses reimbursed by the former employer as part of a severance agreement.
- The cost of transporting vehicles not included in "Expenses during move of household goods."
- The cost of or related to moving livestock.
- Any other items not specifically covered by this policy.
- Any reimbursable item in excess of the limits set in this policy.
- Refundable apartment and utility deposits.
- Cable, satellite or other TV, or radio installation or disconnection charges.

#### **7. REPAYMENT**

As a condition of receiving reimbursement for moving expenses, the recipient must sign an agreement to continue employment with the appointing authority as provided for in the rules of the Department of Administrative Services [IAC 11-64.9(5)]. A copy of the agreement shall accompany the reimbursement request forms.

**APPENDIX F**  
**DEPARTMENT OF CORRECTIONS**

1. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in accordance with Article IX, Section 11, Vacations.
2. In the event an employee of a correctional institution has been determined by the Appointing Authority to have been held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determined by a licensed physician to be necessary for recovery from stress. Such paid leave shall not be charged against the employee's sick leave account.
3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding inmates/residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 15, 1987.
4. The Employer will allow Union representatives the use of an existing phone line for Union business with supervisor's approval. This will be at no additional cost to the Union or the Employer. Use of this will be in compliance with Article II and Article IV of this Agreement.
5. The Employer agrees to provide a paid meal period to all employees in the job classifications of Correctional Training Specialist.
8. The Department of Corrections agrees that any changes to posts/positions that become open or are created will be discussed at monthly institution Labor/ Management meetings.

9. Pursuant to Article IX, Section 11, annual leave may be accumulated to three (3) times the annual entitlement provided Iowa Code Chapter 70A 1(2)(b) is amended. This provision expires June 30, 2013.
10. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

#### **APPENDIX G**

#### **DEPARTMENT OF TRANSPORTATION**

1. Pursuant to Article VIII, Section 2, Overtime, for "equalization of overtime" purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record the attempted contact, then the employee will be recorded as having declined to work overtime. Overtime equalization will be within twenty (20) hours per fiscal year.
2. The Employer agrees to provide reimbursement of seventy-five dollars (\$75) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met.

The cold weather gear eligible for this reimbursement includes:

- winter head gear/face masks
  - winter outer garments
  - thermal under garments
  - insulated gloves
  - insulated socks
3. The parties agree to a pilot project for the life of the agreement to allow employees at their discretion to accumulate up to two hundred (200) hours of compensatory time. Any hours over two hundred (200) will be paid in cash. Employees at their discretion will be allowed to carry over forty (40) hours to the next year.

The year for purposes of utilization of compensatory time shall end on either March 31 or September 30, whichever the employee elects for the duration of this agreement. The pilot will sunset on June 30, 2015 and is non-precedent setting and cannot be used in any impasse procedures between the parties regarding earning, using, or payment for compensatory time. If the pilot is not continued in the next contract, the limits will revert to one hundred sixty (160) hours maximum accumulation with a forty (40) hour carry over.

4. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

#### **APPENDIX H DEPARTMENT OF HUMAN SERVICES**

1. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding, a sum of fifty thousand dollars (\$50,000) for each fiscal year of the Agreement shall be set aside within the DHS to fund these programs. These funds may be expended for training programs, participation in employee tuition reimbursement costs, or other education or career enrichment activities. The expenditure of funds under this Agreement is contingent upon the continued availability of this funding.

It is the intention of both parties to improve the quality of training and education of the employees engaged in the care and treatment and related services to DHS residents and patients.

2. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety

Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. These discussions will continue at the local Labor/Management Meetings or at the Statewide DHS Labor/Management Meetings pursuant to Article XI, Section 15. The parties agree to use a professional facilitator to conduct the meetings, as necessary.

The facilitator shall be selected by mutual agreement.

3. The AFSCME Iowa Council 61 President will be notified of critical incidents resulting in injury to staff by clients requiring medical attention off grounds.
4. The Employer agrees to provide a reimbursement of one hundred dollars (\$100) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. The cold weather gear eligible for this reimbursement includes:
  - Winter head gear/face masks
  - Winter outer garments
5. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding residents/clients who have been identified as having communicable/contagious diseases of substantial health risk.
6. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

#### **APPENDIX I**

#### **ATTENDANCE POLICY**

This document constitutes a letter of understanding between AFSCME Iowa Council 61 and the Employer regarding attendance policies. The parties agree that attendance policies that are currently in place will remain intact unless within ninety (90) days of July 1, 2013, DAS notifies the President of AFSCME Iowa Council 61 of a change in an attendance policy at an agency. AFSCME Iowa Council 61 recognizes management's right to change attendance policies, and even to institute a no-fault policy, but all attendance policies must be reasonable and the Union has the

right to grieve the reasonableness of an attendance policy. If the Union grieves any modifications to an existing attendance policy or a newly created attendance policy, this grievance will be appealed directly to Step 2 of the grievance procedure. Upon receipt of the Step 2 answer, if the Union appeals the grievance to arbitration, the Arbitration hearing will be held within thirty (30) days. The Arbitrator shall provide the parties an answer within fifteen (15) days of the close of the Arbitration Hearing. The modified attendance policy or a newly created attendance policy will not be implemented until after receipt of the Arbitrator's answer to the Union's grievance. Policies which may be developed during the term of this Agreement will be done with Union input.

**APPENDIX J**  
**BOARD OF REGENTS (BOR)**

1. On a monthly basis, the Employer will provide the local Unions with a list of all employees considered to be confidential. The list shall include each employee's name, classification, seniority date and work location. The Employer will furnish the data fields specified in Article II, Section 2(F), monthly to both AFSCME Iowa Council 61 and the Regents local Unions on standard microcomputer disk at no cost to the Union.
2. Pursuant to Article II, Section 4(D), each institution within the BOR will continue its practice regarding Employer and employee contributions to TIAA/CREF or any qualified substitute retirement annuity during any Union leave without pay of thirty (30) calendar days or less.
3. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 1 and to the following persons or their designee at  
Step 2:
  - a. Iowa Braille and Sight Saving School: Superintendent
  - b. Iowa School for the Deaf: Superintendent
4. Pursuant to Article IV, Section 2, grievances which have not been settled under the foregoing procedure are eligible for arbitration and the BOR office will be the representative in arbitrations involving the Regents institutions.

5. Pursuant to Article IV, Section 14, BOR Institutions shall participate in GRIP with one management panel member from the BOR Office staff.
6. Pursuant to Article VI, Section 2, General Layoff Procedures, on a monthly basis, the Employer shall provide the local Unions with a list of bargaining unit employees awaiting recall. Such list will include each employee's name, classification, seniority date, date of eligibility for recall, and all classifications the employee requests for recall.

The temporary layoff provisions of Article VI, Section 3, do not apply to the Regents institutions. Temporary layoffs for Regents institutions shall be for less than twenty (20) consecutive calendar days. In such cases employees will be laid off by seniority within classification and work unit.

7. Pursuant to Article VI, the Employer agrees if an employee is provided advanced notice of the potential for elimination of the position currently held, the Union and local shall receive a copy of the notice.
8. Pursuant to Article VII, Section 6 - Transfer Limitations, paragraph H, transfers will be granted as follows:
  1. Transfer within the employing unit (full-time or part-time) pursuant to Section 2 of Article VII.
  2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
  3. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
  4. Transfer between employing units (full-time or part-time) pursuant to Section 3 of Article VII.
  5. Recall between employing units to the class from which laid off.
  6. Promotion or demotion between employing units or between agencies (Employer's discretion).
  7. Transfer between agencies pursuant to Section 4 of Article VII.
  8. Recall between agencies to the class from which laid off.
  9. Recall to class other than one from which laid off.
  10. New Hire (Employer's discretion).

9. When an employee is terminated during the probationary period following a promotion, the employee shall be afforded the rights set forth in Article VI, Section 2(H). The employee will only be allowed to be recalled to a classification that is in the same or lower pay grade than the original classification of the employee prior to the promotion.
10. The Employer and the local Unions shall establish a procedure for providing copies of all job postings to the local Unions.
11. Bargaining unit employees of BOR Institutions will participate in the employing institution's life and disability insurance programs as negotiated for the term of the 2011-2013 collective bargaining agreement.
12. The Employer will follow protocol established by CDC and other accrediting bodies, such as Joint Commission on the Accreditation of Hospitals. Education will be provided as needed. Other issues shall be referred to Health & Safety Committees pursuant to Article XII, Section 11.
13. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

**APPENDIX K  
DEPARTMENT FOR THE BLIND**

1. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

**APPENDIX L**  
**DEPARTMENT OF EDUCATION**

1. Pursuant to Article XI, Section 5, Tuition Reimbursement, the Department of Education will provide two (2) eight (8) hour days of paid leave for professional development approved by Management during the term of the Collective Bargaining Agreement.
2. Employees in this Bargaining Unit will be allowed access to the Department Offices after hours.
3. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by December 1, 2014.

Initial Proposal  
 AFSCME Iowa Council 61  
 April 8, 2014

STATE OF IOWA  
 HUMAN RESOURCES ENTERPRISE  
 Effective 06/20/2014 - 06/18/2015

| AFSCME PAY PLAN 014<br>FISCAL YEAR 2013 |          |           |           |              |          |                          |
|---|----------|-----------|-----------|--------------|----------|--------------------------|
| PAY<br>GRADE                            |          | MINIMUM   | MAXIMUM   | PAY<br>GRADE |          | MINIMUM      MAXIMUM     |
| 10                                      | ANNUALLY | 21,257.60 | 29,972.80 | 17           | ANNUALLY | 28,808.00      41,953.60 |
|   | BIWEEKLY | 817.60    | 1,152.80  |              | BIWEEKLY | 1,108.00      1,613.60   |
|   | HOURLY   | 10.22     | 14.41     |              | HOURLY   | 13.85      20.17         |
| 11                                      | ANNUALLY | 22,339.20 | 31,491.20 | 18           | ANNUALLY | 29,952.00      43,950.40 |
|   | BIWEEKLY | 859.20    | 1,211.20  |              | BIWEEKLY | 1,152.00      1,690.40   |
|   | HOURLY   | 10.74     | 15.14     |              | HOURLY   | 14.40      21.13         |
| 12                                      | ANNUALLY | 23,233.60 | 33,113.60 | 19           | ANNUALLY | 31,428.80      45,947.20 |
|   | BIWEEKLY | 893.60    | 1,273.60  |              | BIWEEKLY | 1,208.80      1,767.20   |
|   | HOURLY   | 11.17     | 15.92     |              | HOURLY   | 15.11      22.09         |
| 13                                      | ANNUALLY | 24,419.20 | 34,548.80 | 20           | ANNUALLY | 32,905.60      48,193.60 |
|   | BIWEEKLY | 939.20    | 1,328.80  |              | BIWEEKLY | 1,265.60      1,853.60   |
|   | HOURLY   | 11.74     | 16.61     |              | HOURLY   | 15.82      23.17         |
| 14                                      | ANNUALLY | 25,459.20 | 36,233.60 | 21           | ANNUALLY | 34,340.80      50,523.20 |
|   | BIWEEKLY | 979.20    | 1,393.60  |              | BIWEEKLY | 1,320.80      1,943.20   |
|   | HOURLY   | 12.24     | 17.42     |              | HOURLY   | 16.51      24.29         |
| 15                                      | ANNUALLY | 26,520.00 | 38,209.60 | 22           | ANNUALLY | 35,900.80      52,977.60 |
|   | BIWEEKLY | 1,020.00  | 1,469.60  |              | BIWEEKLY | 1,380.80      2,037.60   |
|   | HOURLY   | 12.75     | 18.37     |              | HOURLY   | 17.26      25.47         |
| 16                                      | ANNUALLY | 27,622.40 | 39,873.60 | 23           | ANNUALLY | 37,481.60      55,536.00 |
|   | BIWEEKLY | 1,062.40  | 1,533.60  |              | BIWEEKLY | 1,441.60      2,136.00   |
|   | HOURLY   | 13.28     | 19.17     |              | HOURLY   | 18.02      26.70         |

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| AFSCME PAY PLAN 014<br>FISCAL YEAR 2013 |          |           |           |              |          |           |            |
|---|----------|-----------|-----------|--------------|----------|-----------|------------|
| PAY<br>GRADE                            |          | MINIMUM   | MAXIMUM   | PAY<br>GRADE |          | MINIMUM   | MAXIMUM    |
| 24                                      | ANNUALLY | 39,561.60 | 58,156.80 | 31           | ANNUALLY | 52,499.20 | 81,286.40  |
|   | BIWEEKLY | 1,521.60  | 2,236.80  |              | BIWEEKLY | 2,019.20  | 3,126.40   |
|   | HOURLY   | 19.02     | 27.96     |              | HOURLY   | 25.24     | 39.08      |
| 25                                      | ANNUALLY | 40,809.60 | 61,048.00 | 32           | ANNUALLY | 55,057.60 | 85,155.20  |
|   | BIWEEKLY | 1,569.60  | 2,348.00  |              | BIWEEKLY | 2,117.60  | 3,275.20   |
|   | HOURLY   | 19.62     | 29.35     |              | HOURLY   | 26.47     | 40.94      |
| 26                                      | ANNUALLY | 42,286.40 | 64,272.00 | 33           | ANNUALLY | 57,865.60 | 89,148.80  |
|   | BIWEEKLY | 1,626.40  | 2,472.00  |              | BIWEEKLY | 2,225.60  | 3,428.80   |
|   | HOURLY   | 20.33     | 30.90     |              | HOURLY   | 27.82     | 42.86      |
| 27                                      | ANNUALLY | 44,220.80 | 67,038.40 | 34           | ANNUALLY | 60,756.80 | 93,516.80  |
|   | BIWEEKLY | 1,700.80  | 2,578.40  |              | BIWEEKLY | 2,336.80  | 3,596.80   |
|   | HOURLY   | 21.26     | 32.23     |              | HOURLY   | 29.21     | 44.96      |
| 28                                      | ANNUALLY | 46,321.60 | 70,574.40 | 35           | ANNUALLY | 63,772.80 | 98,092.80  |
|   | BIWEEKLY | 1,781.60  | 2,714.40  |              | BIWEEKLY | 2,452.80  | 3,772.80   |
|   | HOURLY   | 22.27     | 33.93     |              | HOURLY   | 30.66     | 47.16      |
| 29                                      | ANNUALLY | 48,505.60 | 73,819.20 | 36           | ANNUALLY | 66,934.40 | 102,585.60 |
|   | BIWEEKLY | 1,865.60  | 2,839.20  |              | BIWEEKLY | 2,574.40  | 3,945.60   |
|   | HOURLY   | 23.32     | 35.49     |              | HOURLY   | 32.18     | 49.32      |
| 30                                      | ANNUALLY | 49,940.80 | 77,459.20 | 37           | ANNUALLY | 75,025.60 | 106,766.40 |
|   | BIWEEKLY | 1,920.80  | 2,979.20  |              | BIWEEKLY | 2,885.60  | 4,106.40   |
|   | HOURLY   | 24.01     | 37.24     |              | HOURLY   | 36.07     | 51.33      |

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STATE OF IOWA  
 HUMAN RESOURCES ENTERPRISE  
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| AFSCME PAY PLAN 014<br>FISCAL YEAR 2013 |          |            |            |              |          |            |            |
|---|----------|------------|------------|--------------|----------|------------|------------|
| PAY<br>GRADE                            |          | MINIMUM    | MAXIMUM    | PAY<br>GRADE |          | MINIMUM    | MAXIMUM    |
| 38                                      | ANNUALLY | 78,540.80  | 111,820.80 | 45           | ANNUALLY | 109,220.80 | 155,292.80 |
|   | BIWEEKLY | 3,020.80   | 4,300.80   |              | BIWEEKLY | 4,200.80   | 5,972.80   |
|   | HOURLY   | 37.76      | 53.76      |              | HOURLY   | 52.51      | 74.66      |
| 39                                      | ANNUALLY | 82,388.80  | 117,270.40 | 46           | ANNUALLY | 115,710.40 | 164,465.60 |
|   | BIWEEKLY | 3,168.80   | 4,510.40   |              | BIWEEKLY | 4,450.40   | 6,325.60   |
|   | HOURLY   | 39.61      | 56.38      |              | HOURLY   | 55.63      | 79.07      |
| 40                                      | ANNUALLY | 86,382.40  | 122,948.80 | 47           | ANNUALLY | 122,470.40 | 173,992.00 |
|   | BIWEEKLY | 3,322.40   | 4,728.80   |              | BIWEEKLY | 4,710.40   | 6,692.00   |
|   | HOURLY   | 41.53      | 59.11      |              | HOURLY   | 58.88      | 83.65      |
| 41                                      | ANNUALLY | 90,500.80  | 128,710.40 | 48           | ANNUALLY | 128,315.20 | 182,436.80 |
|   | BIWEEKLY | 3,480.80   | 4,950.40   |              | BIWEEKLY | 4,935.20   | 7,016.80   |
|   | HOURLY   | 43.51      | 61.88      |              | HOURLY   | 61.69      | 87.71      |
| 42                                      | ANNUALLY | 94,848.00  | 134,929.60 | 49           | ANNUALLY | 134,326.40 | 191,193.60 |
|   | BIWEEKLY | 3,648.00   | 5,189.60   |              | BIWEEKLY | 5,166.40   | 7,353.60   |
|   | HOURLY   | 45.60      | 64.87      |              | HOURLY   | 64.58      | 91.92      |
| 43                                      | ANNUALLY | 99,403.20  | 141,336.00 | 50           | ANNUALLY | 141,003.20 | 200,366.40 |
|   | BIWEEKLY | 3,823.20   | 5,436.00   |              | BIWEEKLY | 5,423.20   | 7,706.40   |
|   | HOURLY   | 47.79      | 67.95      |              | HOURLY   | 67.79      | 96.33      |
| 44                                      | ANNUALLY | 104,208.00 | 148,012.80 | 51           | ANNUALLY | 147,555.20 | 210,059.20 |
|   | BIWEEKLY | 4,008.00   | 5,692.80   |              | BIWEEKLY | 5,675.20   | 8,079.20   |
|   | HOURLY   | 50.10      | 71.16      |              | HOURLY   | 70.94      | 100.99     |

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**STATE OF IOWA**  
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**Effective 06/20/2014 - 06/18/2015**

| <b>PAY<br/>GRADE</b> |          | <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>PAY<br/>GRADE</b> |  | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|----------------------|----------|----------------|----------------|----------------------|--|----------------|----------------|
| 52                   | ANNUALLY | 154,668.80     | 220,084.80     |                      |  |                |                |
|                      | BIWEEKLY | 5,948.80       | 8,464.80       |                      |  |                |                |
|                      | HOURLY   | 74.36          | 105.81         |                      |  |                |                |
| 53                   | ANNUALLY | 162,156.80     | 230,672.00     |                      |  |                |                |
|                      | BIWEEKLY | 6,236.80       | 8,872.00       |                      |  |                |                |
|                      | HOURLY   | 77.96          | 110.90         |                      |  |                |                |
| 54                   | ANNUALLY | 169,936.00     | 241,654.40     |                      |  |                |                |
|                      | BIWEEKLY | 6,536.00       | 9,294.40       |                      |  |                |                |
|                      | HOURLY   | 81.70          | 116.18         |                      |  |                |                |
| 55                   | ANNUALLY | 178,048.00     | 253,240.00     |                      |  |                |                |
|                      | BIWEEKLY | 6,848.00       | 9,740.00       |                      |  |                |                |
|                      | HOURLY   | 85.60          | 121.75         |                      |  |                |                |
|                      |          |                |                |                      |  |                |                |
|                      |          |                |                |                      |  |                |                |
|                      |          |                |                |                      |  |                |                |

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**2014-2015 COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE STATE OF IOWA AND  
THE AFSCME IOWA COUNCIL 61 AFL-CIO**

**Education Bargaining Committee Teams**

**State of Iowa**

Terry E. Branstad, Governor  
Mike Carroll, Chief Negotiator  
Leon Shearer, Chief Spokesperson

**AFSCME Iowa Council 61**

Danny J. Homan, Chief Negotiator/President  
Andrew Williams, Organizer

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Andrew Williams, Organizer

**AFSCME Iowa Council 61 Education Bargaining Committee**

Will be added later

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To be added later